

The complaint

Mr O's complaint is about the administration of his mortgage account which is held with National Westminster Bank Plc (NatWest).

Following an Ombudsman's decision dated 3 May 2024, this final decision is limited to consideration of the following matters.

- NatWest asked Mr O for payment in November 2022 when he wasn't in arrears;
- NatWest harassed Mr O at weekends, from 9 January 2023 onwards;
- NatWest wrongly put markers on Mr O's credit file, from 30 November 2022 onwards.

What happened

I don't need to set out the full background to the complaint. This is because the history of the matter is set out in the correspondence between the parties and our service, so there is no need for me to repeat the details here. In addition, our decisions are published, so it's important I don't include any information that might lead to Mr O being identified. So for these reasons, I will instead concentrate on giving a brief summary of the complaint, followed by the reasons for my decision.

Where necessary, for context, I may refer to matters that we are unable to consider, because they have been excluded by the Ombudsman's decision dated 3 May 2024.

Mr O has a mortgage with NatWest taken out in 2016. After losing his job in 2017, Mr O fell into arrears. After his current account was closed with NatWest, Mr O was given an account number and a reference number to pay the mortgage. Mr O had arranged to pay £1,000 per month to clear the arrears, sporadically his payments were returned. Mr O was told in July 2022 that he had been using an incorrect reference number.

Mr O complained to our service about the missing payments, and that NatWest had given him incorrect payment details in 2018. Mr O also said that in November 2022 NatWest had wrongly chased him for payment of arrears when he didn't have any, that the bank had harassed him at weekends, and that markers had been placed on his credit file in error.

On 3 May 2024 an Ombudsman explained to Mr O that he'd brought his complaints about payments not being credited to his account and about an incorrect reference number too late for us to consider, as these had been raised with our service more than six months after NatWest had issued final response letters.

The Ombudsman was satisfied that we could consider Mr O's complaints that NatWest asked him for payment in November 2022 when he wasn't in arrears. She also explained that we could consider Mr O's complaint about weekend harassment after 9 January 2023, and about markers on Mr O's credit file after 30 November 2022.

An Investigator went on to consider these matters. She reached the following findings:

- There was no evidence NatWest had chased Mr O for arrears in November 2022. The

Investigator was satisfied that the correspondence NatWest had sent Mr O in 2022 was appropriate, about payments that were due, arrears that had accrued or asking Mr O to contact the bank. She didn't think the bank had done anything wrong in relation to this, as the correspondence the bank had sent was appropriate.

- On 9 January 2023 NatWest wrote to Mr O to say that the bank hadn't been able to speak to him to set up a payment arrangement, and so NatWest would need to continue to contact him. The Investigator found no evidence in NatWest's records that the bank had tried to contact Mr O at the weekend, but invited Mr O to provide call logs from his own records, if he had them. Mr O did not provide his call records.
- In relation to markers on Mr O's credit file, NatWest said that the mortgage had been in arrears for years, and so there would inevitably have been markers about this on Mr O's credit file. The Investigator invited Mr O to provide a copy of his credit file so that she could check if there were any entries added after 30 November 2022 that were incorrect, but didn't receive this.

Overall, without evidence to support what Mr O was saying, the Investigator wasn't able to uphold the complaint.

Mr O disagreed with the Investigator's findings and asked for an Ombudsman to review the complaint. In doing so, he has referred to the incorrect reference number and the returned payments that the Ombudsman previously decided we couldn't consider. Mr O said that the Financial Ombudsman Service is *"knowingly protecting NatWest Mortgages from their crimes against me"*. Mr O threatened to *"expose FOS and the way you take sides with the banks instead of looking at the case by its merits"*.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I will begin by confirming that I've read the decision issued on 3 May 2024 and agree with the Ombudsman's decision about which parts of the complaint we can, and can't consider. I note that in his response to the Investigator's findings Mr O has raised again the issues concerning returned payments and the reference number provided to him by NatWest. Because the Ombudsman decided we can't look at these matters, I will not comment further on them.

In relation to the issues I am able to consider, I make the following findings.

I've reviewed the account history from November 2022 onwards. There is nothing to show that NatWest asked Mr O for payment when he wasn't in arrears. The correspondence sent to Mr O throughout 2022 is, in my opinion, appropriate and in line with NatWest's regulatory obligation to keep customers who are in arrears informed of the position on their account. I therefore don't uphold this part of the complaint.

I've reviewed the contact history from 9 January 2023 onwards. I've found nothing in NatWest's records to suggest the bank was harassing Mr O at weekends, as he claims. Where there is no payment arrangement in place, it's reasonable for NatWest to want to talk to Mr O to discuss the account and to see if an arrangement can be agreed.

Mr O was invited to provide his phone records so that we could see if he was being harassed by the bank at weekends. However, as these haven't been provided, and given

that the bank's records do not show weekend contact, I'm unable to uphold this part of the complaint.

Mr O has also said that from 30 November 2022 the bank added incorrect markers to his credit file. NatWest's position is that where an account has been in arrears, as Mr O's has been, the bank is required to provide information to credit reference agencies. Mr O was invited to provide a copy of his credit file so that we could see if there are any incorrect or inaccurate markers that have been applied since 30 November 2022, but he hasn't done so. In the absence of any evidence to support Mr O's contention, therefore, I'm unable to uphold this part of the complaint.

I appreciate this isn't the outcome Mr O was hoping for. I can see how strongly he feels about this matter. But I can assure him that I have considered everything he's said in reaching my decision. As I said above, there are issues I'm unable to consider, which I know are important to Mr O, but I have no legal power to consider them as he brought them to us out of time.

Mr O isn't under any obligation to accept my decision, and if he doesn't, he'll be free to pursue his complaint against NatWest in court, should he wish to do so. I would suggest that if Mr O decides to follow this course of action that he takes legal advice before doing so.

My final decision

My final decision is that I don't uphold this complaint.

This final decision concludes the Financial Ombudsman Service's review of this complaint. This means that we are unable to consider the complaint any further, nor enter into any discussion about it.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 19 February 2025.

Jan O'Leary
Ombudsman